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Attorneys for Federal Defendants

**UNITED STATES DISTRICT COURT
 DISTRICT OF NEVADA**

ANIMAL WELLNESS ACTION, a non-)	
profit corporation, CANA FOUNDATION,)	
a non-profit corporation, THE CENTER FOR)	
A HUMANE ECONOMY, a non-profit)	Case No: 3:22-cv-00034-MMD-CLB
corporation, LAURA LEIGH, individually, and)	
WILD HORSE EDUCATION, a non-profit)	
corporation,)	
)	
<i>Plaintiffs,</i>)	STIPULATED SETTLEMENT
)	AGREEMENT REGARDING
<i>v.</i>)	PLAINTIFFS' CLAIM FOR
)	ATTORNEYS' FEES AND COSTS
UNITED STATES DEPARTMENT OF)	
INTERIOR, BUREAU OF LAND)	
MANAGEMENT, and JON RABY,)	
Nevada State Director of the Bureau of Land)	
Management,)	
)	
<i>Defendants.</i>)	

This Stipulated Settlement Agreement (“Agreement”) is entered into by and between Plaintiffs Animal Wellness Action, Cana Foundation, The Center for a Humane Economy, Laura Leigh, and Wild Horse Education and Defendants United States Department of Interior, Bureau of Land Management (“BLM”), and Jon Raby, in his capacity as Nevada State Director of the BLM, who by and through their undersigned counsel, state as follows:

1 WHEREAS, Plaintiffs' lawsuit alleges (among other things) that Defendants violated
2 the Wild Free-Roaming Horses and Burros Act and the National Environmental Policy Act by
3 authorizing the gather of wild horses in the Pancake Complex in central eastern Nevada in
4 early 2022. ECF No. 1 ¶ 55 (Complaint); ECF No. 31 ¶ 1 (First Amended Complaint).

5 WHEREAS, on March 28, 2024, the Court issued its Order instructing Defendants to
6 prepare and approve herd management area plan(s) covering the Pancake Complex herd
7 management areas within one year of the date of the order and vacating and remanding the
8 Environmental Assessment, Record of Decision, and Finding of No Significant Impact for
9 BLM to reanalyze the foreseeable effects of gather plan alternatives on wildlife risks in the
10 Pancake Complex. ECF No. 81 at 28-29.

11 WHEREAS, each party filed a Notice of Appeal to the Ninth Circuit. ECF No. 85
12 (Defendants' Notice); ECF No. 89 (Plaintiffs' Notice).

13 WHEREAS, Plaintiffs, and Defendants, through their authorized representatives, and
14 without any admission or final adjudication of the issues of fact or law with respect to
15 Plaintiffs' claims for attorneys' fees, have reached a settlement that they consider to be a just,
16 fair, adequate, and equitable resolution of Plaintiffs' claims to attorneys' fees and costs.

17 WHEREAS, Plaintiffs and Defendants agree that settlement of Plaintiffs' motion for
18 attorneys' fees in this manner is in the public interest and is an appropriate way to resolve the
19 dispute between them.

20 WHEREAS, Plaintiffs and Defendants agree that once this Agreement is approved by
21 the Court, both parties will move to voluntarily dismiss their appeals in the Ninth Circuit.

22 NOW, THEREFORE, Plaintiffs and Defendants hereby stipulate and agree as follows:

23 1. Defendants shall pay Plaintiffs \$200,000.00 in full and complete satisfaction of
24 Plaintiffs' claim for attorneys' fees and costs in the above-captioned litigation.

25 2. Defendants shall make the payment required by Paragraph 1 and the agreed
26 order below by electronic funds transfer.

1 3. Plaintiffs agree to furnish Defendants with the account information necessary
2 to effectuate the payment required by Paragraph 1 of this stipulation. Defendants agree to
3 submit all necessary paperwork for the processing of the attorneys' fees award within 10
4 business days of the Court's approval of this Agreement or the receipt of the information
5 described in this Paragraph, whichever is later. Plaintiffs agree to send confirmation of the
6 receipt of payment of the fee award to counsel for Defendants within 10 business days of such
7 payment.

8 4. Plaintiffs agree to accept the payment set forth in Paragraph 1 in full and
9 complete satisfaction of any and all claims, demands, rights, and causes of action for
10 attorneys' fees and costs to which Plaintiffs may be entitled in connection with this case
11 pursuant to EAJA and/or any other statute and/or common law theory, through and including
12 the date of this Agreement. Plaintiffs' acceptance of the \$200,000.00 payment set forth in
13 Paragraph 1 shall operate as a full release of Plaintiffs' claims for attorneys' fees and costs
14 arising out of this case.

15 5. Plaintiffs acknowledge that under 31 U.S.C. §§ 3711, 3716, 26 U.S.C. § 6402(d),
16 31 C.F.R. §§ 285.5, 901.3, and other authorities, the United States will offset against the attorney
17 fee award Plaintiffs' delinquent debts to the United States, if any. *See Astrue v. Ratliff*, 560 U.S.
18 586 (2010).

19 6. This Agreement is the result of compromise and settlement, and it is based on
20 and limited solely to the facts involved in this case. It does not represent an admission, by any
21 Party, to any fact, claim, or defense concerning any issue in this case.

22 7. This Agreement has no precedential value and shall not be used as evidence
23 either by Plaintiffs or Defendants in any other litigation between them except as necessary to
24 enforce the terms of this Agreement. By entering into this Agreement, Defendants do not
25 waive any right to contest fees claimed by Plaintiffs or Plaintiffs' counsel, including the
26 hourly rates, in any future litigation or continuation of the present action.

1 8. Nothing in this Agreement shall be interpreted as, or shall constitute, a
2 commitment or requirement that Defendants are obligated to pay funds exceeding those
3 available or take any action in contravention of the Anti-Deficiency Act, 31 U.S.C. §1341, or
4 any other appropriations law.

5 9. This document sets forth the entire Agreement of the Parties for the settlement
6 of Plaintiffs' demand for attorneys' fees, costs, and expenses. All previous understandings,
7 agreements, and communications prior to the date hereof, whether express or implied, oral or
8 written, relating to the subject matter of this Agreement, are fully and completely extinguished
9 and superseded by this Agreement. No modification of this Agreement shall be valid unless
10 expressly consented to in writing by all the parties.

11 10. The terms of this Agreement shall become effective upon the Court's approval
12 of this stipulation.

13 11. This Agreement shall be governed by and construed under federal law.

14 12. The undersigned representatives of the Parties certify that they are fully
15 authorized by the party or parties whom they represent to enter into the terms and conditions
16 of this Agreement and to legally bind the parties to it.

17 13. The provisions of this Agreement shall apply to and be binding upon each of
18 the parties including, but not limited to, their officers, directors, servants, employees,
19 successors, and assigns.

20 Accordingly, the Parties jointly and respectfully request entry of this Stipulated
21 Settlement Agreement via the attached proposed order.

22 Respectfully submitted this 5th day of December, 2024.

23 TODD KIM
24 Assistant Attorney General
25 U.S. Department of Justice
26 Environment & Natural Resources Division
27 S. JAY GOVINDAN, Section Chief
28 BRIDGET K. MCNEIL, Assistant Section Chief

/s/ Christian Carrara

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3 Wildlife & Marine Resources Section

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20 /s/ Jessica L. Blome
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Attorneys for Plaintiffs

IT IS SO ORDERED:

HON. MIRANDA DU
UNITED STATES DISTRICT JUDGE

DATED: _____

CERTIFICATE OF SERVICE

I hereby certify that on December 5, 2024, I electronically filed the foregoing document with the Clerk of the Court for the United States District Court for the District of Nevada using the Court's CM/ECF system. Participants in the case who are registered CM/ECF users will be served by the appellate CM/ECF system, which includes counsel of record for all parties in the case.

/s/ Christian Carrara
CHRISTIAN CARRARA
Attorney for Defendants